

AN ORDINANCE **101811**

APPROVING THE PROJECT AGUA PLAN FOR CALENDAR YEAR (CY) 2006 TO PROVIDE UP TO \$88,830.00 IN UTILITY ASSISTANCE CREDITS FOR ELIGIBLE SAN ANTONIO WATER SYSTEM (SAWS) RATEPAYERS; AUTHORIZING EXECUTION OF A CONTRACT WITH SAWS TO IMPLEMENT SAID PLAN; AND AUTHORIZING THE EXECUTION OF MEMORANDUMS OF AGREEMENT WITH VARIOUS DELEGATE AGENCIES TO ASSIST IN THE IMPLEMENTATION OF THE PLAN.

* * * * *

WHEREAS, Project Agua was implemented in January 2003 to provide utility relief to vulnerable low-income residents of San Antonio, Bexar County, and other surrounding areas served by the San Antonio Water System (SAWS); and

WHEREAS, Project Agua is financed by voluntary donations from trust investments, donations from other entities, and fundraising activities; and

WHEREAS, Project Agua is currently in operation and is administered jointly by the City's Department of Community Initiatives, Community Action Division and SAWS; and

WHEREAS, the City's Department of Community Initiatives (DCI) is desirous of using the services of various delegate agencies to provide additional outreach to potential Agua recipients;
NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The Project Agua Plan for Calendar Year (CY) 2006, to provide up to \$88,830.00 in utility assistance credits for eligible San Antonio Water System ratepayers is approved.

SECTION 2. The City Manager or her designee or the Director of the Department of Community Initiatives is authorized to execute a contract and any other necessary documents with the San Antonio Water System to implement the Project Agua plan for CY 2006. A copy of said contract is attached hereto and incorporated herein for all purposes as Attachment I.

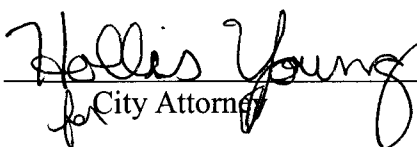
SECTION 3. The City Manager or her designee or the Director of the Department of Community Initiatives is authorized to execute memorandums of agreement with various delegate agencies selected by the Department of Community Initiatives to assist the City of San Antonio in the implementation of the Project Agua plan for the period January 1, 2006 through December 31, 2006. A copy of said memorandum of agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment II.

SECTION 4. This ordinance shall be effective on and after December 11, 2005.

PASSED AND APPROVED this 1st day of December 2005.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

Agenda Voting Results

Name: 52A and 52B

Date: 12/01/05

Time: 09:06:10 PM

Vote Type: Multiple selection

Description: An Ordinance approving the Project Agua Plan for Calendar Year (CY) 2006 to provide up to \$88,830.00 in utility assistance credits for eligible San Antonio Water System (SAWS) ratepayers; authorizing execution of a contract with SAWS to implement said plan; and authorizing the execution of memorandums of agreement with various delegate agencies to assist in the implementation of the plan.

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3	Not present			
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8	Not present			
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10	Not present			
MAYOR PHIL HARDBERGER	MAYOR	Not present			

**CITY OF SAN ANTONIO
DEPARTMENT OF COMMUNITY INITIATIVES
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Dennis J. Campa, Director, Department of Community Initiatives

SUBJECT: Approving the calendar year (CY) 2006 Project Agua Plan and accepting \$120,341 from the San Antonio Water System (SAWS) to administer the Affordability Discount Program (ADP) during CY 2006

DATE: December 1, 2005

SUMMARY AND RECOMMENDATIONS

- A. This ordinance approves the CY 2006 Project Agua Plan and accepts utility assistance credits in the projected amount up to \$88,830 for the period of January 1, 2006 through December 31, 2006. This ordinance also authorizes execution of subcontracts with local non-profit agencies for distribution of Agua assistance credits to SAWS ratepayers.
- B. This ordinance authorizes the acceptance of \$120,341 from SAWS to administer the Affordability Discount Program (ADP) for CY 2006, extends the existing Inter-Jurisdictional Agreement through December 31, 2010, establishes a budget, and approves a personnel complement for administration of the program.

Staff recommends approval of these ordinances.

BACKGROUND INFORMATION

Project Agua

The City of San Antonio and the San Antonio Water System (SAWS) have developed programs to address the need of SAWS ratepayers requiring assistance with their utility bills and related expenses.

Project Agua is a utility assistance program developed by the City and SAWS. The project was implemented in January 2003 and will be continued on an annual basis under the terms outlined in the yearly Project Agua Plan. The Project Agua trust account is funded by SAWS and through private and corporate donations. The actual amount available each year for assistance credits is dependent on contributions and investment returns from the trust. Funds in the corpus of the trust are not used to provide assistance.

Project Agua credits are available to SAWS residential customers. Priority consideration is given to ratepayers with incomes at or below 125% of the Federal Poverty Guidelines (e.g. \$24,188 for a family of four) who meet at least one of the following criteria: age 60 and older, disabled, require continuous water service for life-sustaining medical equipment in the home, or have

children age three years and younger. Attachment A summarizes the 2005 Federal Poverty Guidelines. The maximum assistance credited to the ratepayer's account is \$115 and applicants may only receive assistance once per year. Ratepayers are required to make a minimum \$5 co-payment to SAWS. Attachment B lists 2005 Agua recipients by Council District.

This year the Department of Community Initiatives will seek to execute no-cost delegate agencies subcontracts for issuance of Project Agua utility credits. This is the first year the Department will enter into such agreements to provide this service to eligible SAWS customers.

Affordability Discount Program

Ordinance No. 92752, passed and approved on October 19, 2000, established the Water Meter Discount Affordability Program and Ordinance No. 93597, passed on March 15, 2001, approved the Inter-Jurisdictional Agreement implementing the program with the City and SAWS as partners. The Water Meter Discount Affordability Program (WMDAP), renamed the Affordability Discount Program (ADP), provides a sliding fee discount (from \$3.15 to \$8.40) on the monthly water meter charge to low-income SAWS ratepayers whose total household income is at or below 125% of the Federal Poverty Guidelines. Attachment C outlines SAWS discount levels by household income.

While this program is available to all low-income SAWS ratepayers, emphasis is placed on enrolling senior households. Efforts to enlist additional ADP participants will be made through the City's 76 Senior Nutrition sites, the Elderly Resource and Referral One Stop Centers and through current delegate agencies. Current census data indicates that there are potentially 286,517 SAWS residential ratepayers. Once certified as eligible for the program, ratepayers continue to receive the monthly discount for the remainder of the calendar year in which they applied. City staff processes the re-certification of SAWS ratepayers for the program. Attachment D provides the number of households enrolled in ADP by Council District.

As a complement of the utility assistance programs, Project Agua and ADP are joined by Projects Residential Energy Assistance Partnership (REAP) and Winter Assistance Relief Mobilization (WARM) that address the needs of CPS Energy consumers in San Antonio and Bexar County, respectively.

POLICY ANALYSIS

The performance measures for the CY 2006 Project Agua and ADP are as follows:

Project	Assistance Credits	Projected Households Served
Agua	\$88,830	772
ADP	\$1,000,000	10,224
Total	\$1,088,830	10,950

These ordinances continue existing City policy of providing a community safety net to its most vulnerable residents. These ordinances also continue City policy of leveraging the funds of other entities as sources of utility assistance.

COORDINATION

Coordination has occurred with the City Attorney's Office, Department of Public Utilities and San Antonio Water Systems.

SUPPLEMENTARY COMMENTS

Provisions of the City Ethics Ordinance do not apply.

ATTACHMENTS

Attachment A: 2005 Federal Poverty Guidelines

Attachment B: 2005 Agua Recipients by Council District

Attachment C: SAWS Current and Increased Discount Levels



Dennis J. Campa, Director
Department of Community Initiatives



Frances A. Gonzalez
Assistant City Manager



Sheryl Sculley
City Manager

**2005 Federal Poverty Guidelines
125% of Poverty**

Family Size	Poverty Guidelines 125%
1	\$11,963.00
2	16,038.00
3	20,113.00
4	24,188.00
5	28,263.00
6	32,338.00
7	36,413.00
8	40,488.00

For households with more than eight members, add \$4,075.00 for each additional family member.

**2005 AGUA Recipients
by Council District**

Council District	Households Served	Household Members	Senior Households
1	32	113	10
2	79	241	29
3	23	68	8
4	31	110	6
5	41	106	12
6	38	123	10
7	16	50	6
8	8	23	3
9	4	19	0
10	9	37	1
County	6	16	1
Total	287	906	86

Affordability Monthly Discounts**Sliding Scale Discount**

Poverty Scale		Water & Sewer Discount 2005		2006 Discount		Annual Discount	
0-50%		8.00		\$8.40		\$100.80	
51-75%		5.50		5.80		69.60	
76-100%		3.60		3.80		45.60	
101-125%		3.00		3.15		37.80	

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE
SAN ANTONIO WATER SYSTEMS IN CONNECTION WITH PROJECT AGUA**

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "City") a Texas Municipal Corporation, acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. _____ dated _____, and the San Antonio Water Systems (hereinafter referred to as "SAWS").

WHEREAS, Project Agua is a San Antonio Water Systems (SAWS) program that provides emergency utility assistance credits to low-income ratepayers on a once-per-year basis; and

WHEREAS, the program objective is to help qualifying ratepayers restore SAWS services or prevent imminent disconnection from SAWS services; and

WHEREAS, Project Agua is funded by SAWS and through corporate and private donations to SAWS; and

WHEREAS, Project Agua is jointly administered by the City of San Antonio Department of Community Initiatives and SAWS; and

WHEREAS, it now necessary to executive an Agreement between the City and SAWS to set forth the responsibilities of the parties; and

NOW THEREFORE, the parties hereto severally and collectively agree and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

- 1.1 Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall commence on October 1, 2005 and shall terminate on September 30, 2006.

II. PROJECT AGUA

- 2.1 City and SAWS agree to implement the Project Agua Plan in accordance with the provisions set forth in the document, which is attached hereto and incorporated herein for all purposes as Attachment I.

III. SUBCONTRACTING

- 3.1 The City may subcontract their Agua assistance credits to local non-profit agencies for distribution to SAWS ratepayers. The City shall ensure that these agencies will adhere to the same eligibility criteria and procedures the City uses for assisting SAWS ratepayers with Agua assistance credits.

IV. TERMINATION

- 4.1 This Agreement may be terminated by either party without cause provided written notice is given thirty (30) days prior to the proposed termination date.

V. CONFIDENTIAL INFORMATION

- 5.1 City and the SAWS hereby agree to maintain the confidentiality of any record directly related to or generated as a result of this Agreement in accordance with all Local, State and Federal laws.

VI. NOTICES

- 6.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City of San Antonio
ATTN: Director, Community Initiatives
P.O. Box 839966
San Antonio, Texas 78283-3966

San Antonio Water Systems
P. O. Box 2449
San Antonio, Texas 78298

Notice of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

VII. SEVERABILITY

- 7.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained

herein; it is also the intention of the parties hereto that in lieu of each provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible, legal, valid and enforceable.

VIII. TEXAS LAW TO APPLY

- 8.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created herewith are performable in the State of Texas.

IX. CAPTIONS

- 9.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this Agreement.

X COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 All of the work performed under this Agreement by the participants shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar.

XI. ENTIRE AGREEMENT

- 11.1 This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representatives or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by both parties.

EXECUTED the _____ day of _____ to be effective 2005.

CITY OF SAN ANTONIO

SAN ANTONIO WATER SYSTEM

Dennis J. Campa
Director of Community Initiatives

APPROVED AS TO FORM: _____
Assistant City Attorney

San Antonio Water System (SAWS) Affordability Programs

2006 Project Agua Plan

Introduction

Project Agua is a SAWS program that provides emergency utility assistance credits to low-income ratepayers on a once-per-year basis. The program objective is to help qualifying ratepayers restore SAWS services or prevent imminent disconnection from SAWS services. The maximum amount of assistance per ratepayer (per year) is normally limited to \$115. The program is funded by SAWS and through corporate and private donations.

Local Administering Agencies

SAWS and City of San Antonio (COSA), Department of Community Initiatives (DCI) administers the program jointly. SAWS and DCI cooperatively develop all plans, documents, and other materials required for program development, implementation, and oversight. In general, DCI has the primary responsibility to process ratepayer applications for the program and provide a list of eligible ratepayers to SAWS. SAWS provides funding for the program, manages the Project Agua trust and investment income, conducts outreach, and solicits donations for additional program funding from outside entities. In addition, SAWS processes the lists of program eligible ratepayers provided by DCI to ensure all qualified applicants receive the proper assistance credits to their SAWS accounts. Specific responsibilities and activities are outlined below.

SAWS Responsibilities and Activities

- (1) All program funding related to ratepayer credits, ratepayer credit processing, fundraising and trust management
- (2) Coordination and implementation of program outreach operations
- (3) Providing space on monthly utility bills for the designation of ratepayer contributions to Project Agua
- (4) Providing DCI with a monthly data summary of all ratepayers who have received program credits in the past 30 days
- (5) Establishing an account to receive Project Agua contributions, investment income, and donations
- (6) Processing program certification lists from DCI
- (7) Coordinating all program operations with DCI
- (8) Developing quarterly and annual program fiscal summaries

Department of Community Initiatives Activities

- (1) Accomplishing ratepayer intakes
- (2) Determining ratepayer eligibility
- (3) Providing SAWS with a daily/weekly/monthly (as applicable) certification listing of program eligible ratepayers

- (4) Developing and managing ratepayer eligibility program databases
- (5) Performing program analysis (ratepayer eligibility perspective)
- (6) Maintaining case folders, files and records

Outreach Activities

Outreach activities for these programs will be consistent with the intent of the program goals as outlined in all formal SAWS-DCI agreements, understandings, and annual plans. A concerted effort will be made to inform as many potential participants as possible about the program.

In addition to SAWS bill inserts, there will be extensive utilization of community social service delivery networks and, as applicable, local media outlets for extended ratepayer outreach. The breadth of outreach via the media will be dependent on the annual scope of the program. Where feasible, outreach activities will be conducted in both English and Spanish.

Service Delivery Period

The program operates year-round; the program budget runs from January through December of each year.

Service Delivery Coverage

This program is available to all residential SAWS ratepayers and is not be limited to any special impact area.

Intake Centers

Applications will be taken at all DCI offices. These offices are dispersed throughout the city and will afford citizens the opportunity to submit applications at a site convenient to their residence.

Certification

DCI will determine the eligibility of applicants based on criteria established in the annual program plan. Where applicable, the plan will prioritize eligible applicants based on those with the greatest need. The application information of those ratepayers determined to be eligible for the program will be submitted to SAWS on a certification list (or via another mutually agreeable means). The certification lists will include the amount of assistance pledged by DCI.

Reporting Requirements

DCI will provide SAWS with a daily/weekly/monthly (as applicable) report for the program that will, as a minimum, contain the following information (if available) for each eligible ratepayer:

- (1) Name, address, and SAWS account number
- (2) Amount pledged
- (3) Household size
- (4) Household income
- (5) Date applicant certified eligible
- (6) Other information in accordance with existing SAWS-DCI agreements

Program Guidelines

The intent of this program is to provide eligible SAWS ratepayers in the San Antonio area with utility assistance credits through funds provided by SAWS or made available through donations or trust investment income. The scope and level of assistance will be determined by eligibility guidelines that are established and reviewed annually by SAWS and DCI. These guidelines may include, but are not limited to, funds availability, ratepayer income, family size, degree of financial crisis, and other factors such as age and disability.

Eligibility Guidelines

Gross Income

Income eligibility will be based on a ratepayer's family size and gross income as a percentage of the then current Federal Poverty Level (FPL) guidelines. For example, the 2005 guidelines for 125% of the FPL are listed below:

Project Agua: 125% FPL, 2005

FAMILY SIZE	YEARLY INCOME *
1	\$11,963
2	\$16,038
3	\$20,113
4	\$24,188
5	\$28,263
6	\$32,338
7	\$36,413
8	\$40,488

* For family units with more than eight (8) members, add \$4,075 for each family member to the guidelines.

Adjusting Gross Income

Eligible applicants can have their gross income adjusted by providing proof of medical expenses such as prescription medications, dietary supplements, and doctor visits. These expenses must have occurred within 30 days of the request for assistance. The total amount of these qualifying medical expenses can then be deducted from the applicant's monthly gross income. The resulting adjusted gross income will be used to determine eligibility based on the current gross income guidelines as cited above.

Resources Included as Gross Income

For eligibility purposes, the program will include as gross income all income that supports the household. Total gross income will include the following: wages, benefits (SS, SSI, TANF, unemployment compensation, workmen's compensation), rental/utility subsidies, pensions, family assistance and grants. Before assistance is granted, the applicant household must demonstrate that it is managing these resources in an appropriate manner.

Priority and Other Eligibility Criteria

Priority for the program will be given to low-income ratepayers (as established as a percentage of the FPL guidelines) who are experiencing a severe financial or other household crisis that affects their ability to pay their SAWS bill. In addition to income requirements, applicants must also meet at least one of the following four additional criteria: 1) age 60 or older; 2) disabled (requires medical documentation of disability); 3) require continuous water service for life-sustaining medical equipment (requires medical documentation), and/or 4) have children age three or younger.

SAWS Ratepayer Status

Applicants for the program must have a SAWS statement in their name or in the name of the head of household. If an applicant household's bill is not in their name, the applicant must initiate a name change on the SAWS account prior to assistance being rendered. Failure to do so will result in the denial or rescission of utility assistance.

Payment History

Applicants for assistance must have made at least one payment to SAWS in the 60 days prior to applying for Project Agua assistance. This requirement does not apply to homeless applicants establishing permanent housing who require assistance with their initial SAWS security deposit.

Co-Payment

A co-payment will be required from each eligible ratepayer that is granted assistance. The minimum co-payment is \$5.00; however, ratepayers may be required to provide a co-payment of up to 50% of their most recent monthly bill.

Assistance Limits

Each eligible ratepayer can receive assistance once per calendar year. The amount of this assistance cannot exceed \$115 without the approval of the applicable DCI Program Manager and/or Casework Supervisor. Both the SAWS Affordability Programs Administrator and the DCI Director or his designee must approve assistance requests in excess of \$115.

Allowable Assistance

Assistance for the program can only be used for, or applied to, the eligible applicant's SAWS account. The assistance cannot be used for any illegal uses, returned check fees, reconnection fees, or deposits. The only exception is that Project Agua assistance (maximum of \$115) can be granted to homeless clients who are establishing permanent housing and need assistance with their initial SAWS security deposit.

Renters

The program will not serve renters whose utility charges are included in their rent payments. In addition, renters receiving assistance under the H.U.D. Section 8 Program may not be eligible for the programs if they receive a Housing Assistance Utility Payment in addition to their rent subsidy. However, DCI Program Managers and Casework Supervisors may authorize H.U.D. Section 8 Program participants to apply for assistance under extraordinary circumstances. All other renters who pay their SAWS bill separate from their rent are eligible for the program if they meet current eligibility criteria.

Waivers

DCI Program Managers and Casework Supervisors may grant special waivers for one or more of the eligibility criteria and program requirements (except for the requirement that the applicant be a SAWS ratepayer). Waivers may be granted for cases of extreme hardship or other emergencies in order to restore utility services or to prevent the disruption or termination of SAWS services. DCI Program Managers and Casework Supervisors are encouraged to consult with the DCI Director or his designee for any atypical waiver requests.

Appeals Process

In order to provide equitable services to all program applicants, those who have been denied assistance will have the following rights upon request to DCI:

- (1) The right to be informed in writing of the reason(s) for denial of assistance
- (2) The right of appeal to the DCI Casework Supervisor, Program Manager, and/or the DCI Director or his designee in succession
- (3) The right to a prompt resolution of the appeal

In all appeal cases, the determination by the DCI Director or his designee will be final.

Program Monitoring and Review

The DCI management analyst staff, in conjunction with the SAWS Affordability Programs Administrator will provide technical assistance to program staff, monitor daily activities, and conduct evaluations of program operations. SAWS and DCI staff will meet at least quarterly to review program operations to include a review of program funding. Program audits will be conducted as required by the applicable entity.

Program Operating Budget

The program operating budget for assistance credits will be jointly developed and executed by SAWS and DCI and will be reviewed jointly by SAWS and DCI staff on a quarterly basis. With the concurrence of both SAWS and DCI, budgets may be revised during the current year based on changes in program funds availability or to respond to changes in demand for the program. The proposed Project Agua budget (direct ratepayer assistance credits) for CY 2006 is approximately \$109,000. At the discretion of the DCI Director or his designee (In coordination with the SAWS Affordability Programs Administrator), these funds may be relocated between DCI offices to meet changing client demand for assistance.

Financial Transactions

SAWS will accomplish financial transactions in the form of assistance credits to eligible ratepayers for this program.

Program Impact

For 2005-2006, it is estimated that SAWS will make approximately \$109,000 available for Project Agua. At this amount, approximately 726 SAWS ratepayers per year would be eligible for one-time assistance in the amount of \$115.

Amendment

This plan may be amended by mutual agreement of SAWS and DCI.

Project Agua Case Management Component

In addition to the emergency assistance Project Agua funds that are allocated for DCI field sites, DCI long-term case management programs may also access Project Agua funds for distribution to their low-income clients. In these cases, all current Project Agua eligibility criteria will apply. Depending on the availability of funds in any given year, DCI is authorized to identify other community service agencies with case management components to serve as additional Project Agua assistance sites. Agencies selected would be required to distribute Project Agua funds to their clients in accordance with current Project Agua criteria and application processing standards. These agencies would not be reimbursed for any expenses related to the distribution of Project Agua assistance credits.

Ratepayers with Special Medical Needs

SAWS ratepayers who are certified eligible for Project Agua may be entitled to special consideration if they have a documented medical condition that requires continuous water service in the home to operate life-sustaining medical equipment. These ratepayers will be flagged on SAWS billing systems ("Code 777") and will receive top priority for Project Agua assistance. SAWS will provide a list of these ratepayers to DCI on a quarterly basis so that these ratepayers can be pre-certified by DCI casework staff for

Project Agua eligibility.

Special Provisions for Disaster Relief

Special provisions are incorporated to provide relief to disaster evacuees and their host "families." Assistance under these special provisions is open to residential customers as well as non-profit organizations. These provisions are outlined below.

Assistance will be granted for a pre-determined time frame, to non-profit organization who will house the evacuees (variable up to 12 months maximum). The representative from the non-profit seeking assistance will determine this time frame. Assistance will vary between providers. Assistance amount will be based on the difference of normal consumption and increased consumption. The DCI caseworker and the SAWS Affordability Program Administrator will determine assistance amount. SAWS will waive any late fees applied to the identified accounts for the duration of this crisis and will suspend collections for the identified accounts for the duration of this crisis. SAWS will offer payment arrangements.

For new residential accounts, security deposits will be waived. Account will be monitored for possible future payment assistance through Project Agua:

- Assistance amount will vary and will be based on need.
- DCI caseworker and the SAWS Affordability Program Administrator will determine assistance amount.
- Amount will not exceed the already established cap of \$115.00 annually, without the approval of the Community Action Manager or her designee and the SAWS Affordability Program Administrator.
- SAWS will waive any late fees applied to the identified accounts for the duration of this crisis.
- SAWS will suspend collections for the identified accounts for the duration of this crisis.
- SAWS will offer payment arrangements.

Current SAWS customers who are hosting evacuees may qualification for payment assistance through Project Agua:

- Assistance amount will vary and will be based on need.
- DCI caseworker and the SAWS Affordability Program Administrator will determine assistance amount.
- Amount will not exceed the already established cap of \$115.00 annually, without the approval of the Community Action Manager or her designee and the SAWS Affordability Program Administrator.
- SAWS will waive any late fees applied to the identified accounts for the duration of this crisis.
- SAWS will suspend collections for the identified accounts for the duration of this crisis.
- SAWS will offer payment arrangements.

The time frame for the assistance will be for the duration of this crisis (variable up to 12 months maximum).

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
NAME OF AGENCY

This Memorandum of Agreement is entered into by and between the City of San Antonio, (hereinafter referred to as the CITY), a Texas municipal corporation, acting by and through its Director of Community Initiatives as authorized by City Council on _____, pursuant to Ordinance No. _____, and the NAME OF AGENCY (hereinafter referred to as the AGENCY).

WHEREAS the CITY, and the AGENCY (hereinafter referred to as "the Parties") are dedicated to providing assistance to low-income San Antonio Water Systems (hereinafter referred to as "SAWS") ratepayers; and

WHEREAS each of the Parties wish to promote the public purpose of providing a community safety net for individuals in need of emergency assistance;

NOW THEREFORE:

IT IS HEREBY AGREED that the Parties participate in determining eligibility for Project Agua established by SAWS for the purpose of providing utility assistance credits to eligible CPS ratepayers. Such participation shall be defined in accordance with the following parameters and limitations:

1. TERM.

This MEMORANDUM OF AGREEMENT shall commence on the date of execution and shall terminate on DATE unless earlier termination or extension shall occur pursuant to any provision hereof.

2. CONSIDERATION.

AGENCY and CITY agree that the contract mutually benefits the parties and as such, no administrative or other costs shall be charged by AGENCY to the CITY, SAWS , or Project Agua. AGENCY agrees to provide the CITY with recommended eligible applicants to receive assistance credits in an amount not to exceed \$_____ for the agreement period.

3. PROGRAM GUIDELINES.

The intent of Project Agua is to provide assistance to eligible SAWS ratepayers in the San Antonio area. Assistance is determined by eligibility criteria that include demonstrated need, priority category, household income, and co-payment requirement. Applicants must be residents of the SAWS service area and be a SAWS ratepayer.

4. SCOPE OF WORK.

4.1 Outreach Activities

AGENCY shall provide outreach activities consistent with the intent of the Project Agua . A concerted effort will be made to inform as many potential applicants as possible about the project.

4.2 Eligibility and Certification

AGENCY shall determine the eligibility of applicants based on criteria in Section 4.2.2 of this agreement, prioritizing those with the greatest need. AGENCY shall complete an agency intake form and a Project Agua Authorization form for each applicant as directed by the CITY through City's Department of Community Initiatives, Community Action Division (hereinafter referred to as (CAD)). AGENCY shall provide CITY with the names of those eligible, together with corresponding assistance amounts in accordance with Department Directives set forth by the CITY's Department of Community Initiatives for Project Agua.

4.2.2 Eligibility Guidelines

A. Income

Applicants must have a total household income at or below 125% of the Federal Poverty Level (FPL) at the time of application. As of October 1, 2005, the 125% FPL has been established as follows:

FAMILY SIZE	YEARLY INCOME *
1	\$11,963
2	16,038
3	20,113
4	24,188
5	28,263
6	32,338
7	36,413
8	40,488

* For family units with more than eight (8) members, add \$4,075.00 for each additional family member to the guidelines. Household income may be adjusted downward per existing City's Department of Community Initiatives, Community Action Division "CAD") policies to take into consideration recurring medical prescription cost for seniors.

New FPL guidelines are normally issued between January and March each year.

B. Resources

An applicant household must demonstrate that a SAWS payment was made from its total household resources within the last 60 days. The project will count as total resources all income that supports the household. Total resources will reflect the following as income: wages, benefits (i.e. SS, SSI, TANF, food stamps, etc.), rental/utility subsidies, pensions, family assistance, grants, and workmen's compensation. The applicant household must demonstrate that it has managed its resources in an appropriate manner and has exhausted all other means to make payment on its SAWS account.

C. Priority

Priority will be given to eligible applicants experiencing a financial or other hardship and demonstrating an inability to make the required payment on their SAWS bill. Eligible, priority applicants include:

- elderly (age 60 years and older)
- those identified as medical Critical Care ratepayers by SAWS
- ratepayers that have a documented disability
- families with small children (age three years and younger)

All of these priority groups must also meet the income eligibility criteria.

D. Co-Payment

A co-payment will be required from each applicant household that is assisted by this project. The co-payment will be a minimum of \$5.00. Said co-payment shall be paid by applicant to SAWS. AGENCY shall ensure that each applicant signs a Project Agua co-payment agreement. In instances where a waiver of the co-payment is requested, AGENCY shall submit waiver request to CAD. Once CAD has approved the waiver request, waiver of co-payment shall be maintained in file, however, no evidence of co-payment will be required when waiver is provided.

E. Limitation of Payment

Each applicant household may be eligible for assistance not to exceed \$115. Assistance above \$115 requires CAD management staff and SAWS approval. The exact amount of assistance will be based on the household's demonstrated need, effective utilization of the total household resources, and the applicant's co-payment.

F. Allowable Assistance

Only credits to SAWS for past due or current bills related to the utilization or procurement of energy can be provided with Project Agua funds. These funds

cannot be used to pay for illegal usage, returned check fees, reconnection fees, or deposits.

G. Renters

Project Agua may not serve renters who do not pay their SAWS bill separate from their rent. For those renters who pay their SAWS bill separate from the rent, the provisions set forth in this plan will apply. For the purpose of this project, renters receiving assistance under the H.U.D. Section 8 Program do not qualify for assistance if they receive a Housing Assistance Utility Payment in addition to their rent subsidy.

H. Waivers

In cases of extreme hardship or emergencies, the CAD Manager or her designee may grant special waivers for any of the eligibility criteria or assistance limits. AGENCY shall complete a Project Agua Eligibility Criteria Waiver Request form for any applicants on which the AGENCY requests a waiver of any of the eligibility guidelines as stated above. A waiver may not be granted for the requirement that the applicant be a SAWS ratepayer.

4.3 Appeals Process

In order to provide equitable services to all applicants, those who have been denied assistance will have the right to be informed in writing of the reasons for the denial of requested services; the right of appeal to the AGENCY management, then, to the CAD management in succession; and, the right to a prompt resolution of the appeal. In all appeals, the determination by the Director of the Department of Community Initiatives will be final.

5. DOCUMENTATION

AGENCY shall maintain the an agency intake form, the Project Agua Authorization form, a copy of the applicant's SAW bill, proof of eligibility, proof of co-payment, and any waivers requested or granted in a file that shall be made available, upon request, to SAWS, the CITY or its representatives. Immediately upon termination of this agreement, and if no subsequent agreement between the parties shall continue this project, AGENCY shall provide all applicant and project records to the CITY.

6. REPORTING REQUIREMENTS

AGENCY shall provide to the CITY on the 15 day of each month, a monthly report containing the following data:

- (1) Total number of households and household members assisted

- (2) Summary of assistance by Council District
- (3) Households served by priority category
- (4) Total funds credited

7. CONFIDENTIAL INFORMATION

The PARTIES agree to maintain the confidentiality of any record directly related to or generated as a result of this agreement in accordance with all Local, State, and Federal Laws. AGENCY understand that work provided through this agreement is subject to the Public Information Act, Government Code Section 552.021. Therefore, if AGENCY receives inquiries regarding documents within its possession pursuant to this agreement, AGENCY shall within twenty-four (24) hours of receiving the request forward such requests to CITY for disposition.

8. INDEMNITY

AGENCY AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

- (A) AGENCY covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to AGENCY's activities under this Contract, including any acts or omissions of AGENCY, any agent, officer, director, representative, employee, consultant or subcontractor of AGENCY, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. AGENCY shall promptly advise the CITY in writing of any claim or demand against the CITY or AGENCY known to AGENCY related to or arising out of AGENCY's activities under this Contract and shall see to the**

investigation of and defense of such claim or demand at AGENCY's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving AGENCY of any of its obligations under this paragraph.

- (B) It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this Article is an INDEMNITY extended by AGENCY to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this Article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. AGENCY further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

9. TERMINATION BY NOTICE

This MEMORANDUM OF AGREEMENT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party.

10. TERMINATION FOR CAUSE

Should either party default in the performance of any of the terms or conditions of this MEMORANDUM OF AGREEMENT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this MEMORANDUM OF AGREEMENT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

11. TERMINATION BY LAW

If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this MEMORANDUM OF AGREEMENT shall automatically terminate as of the effective date of such prohibition.

12. CONFLICT OF INTEREST

12.1 AGENCY acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a City Officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the CITY or any CITY Agency such as CITY owned utilities. An officer or employee has "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individuals or entities is party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of this business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

12.2 Contractor warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. Contractor further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

13. NOTICES

For purposes of this agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City of San Antonio
Department of Community Initiatives
Community Action Division
115 Plaza de Armas Ste. 210
San Antonio, TX 78205

AGENCY
ADDRESS

14. AMENDMENT

Except where the terms of this MEMORANDUM OF AGREEMENT expressly provide otherwise, any amendment to this MEMORANDUM OF AGREEMENT shall not be binding on the parties unless such amendment be in writing, executed by all the Parties and dated subsequent to the date hereof.

15. COMPLIANCE WITH LAWS AND REGULATIONS

It is understood and agreed by the Parties hereto, that changes in local, State and Federal rules, regulations or laws applicable hereto, including the Project WARM Plan, may occur during the term of this MEMORANDUM OF AGREEMENT and that any such changes shall be automatically incorporated into this MEMORANDUM OF AGREEMENT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The Parties expressly agree to comply with all applicable federal, state, and local laws.

16. INDEPENDENT CONTRACTOR

The Parties agree that they will provide services under this Memorandum of Agreement as independent parties. The Parties to this Memorandum of Agreement further agree that they have no authority to bind the others or to hold out to third parties that it has authority to bind the others; and nothing herein contained shall be deemed or construed by the Parties hereto or any third party as creating the relationship of employer-employee, principal-agent, partners or joint venturers. Furthermore, there is no intention on the part of the Parties hereto to create or otherwise form a joint enterprise under or pursuant to this Memorandum of Agreement. The Parties to this Memorandum of Agreement do not have a pecuniary purpose, let alone a common one. The purpose of this Agreement is to further the public good, not to gain a profit. The Parties do not have an equal right of control over any aspect of the Memorandum of Agreement. Each of the Parties to this Memorandum of Agreement have separate and independent duties and obligations over which they have control.

17. TEXAS LAW TO APPLY

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created herewith are performable in the State of Texas, County of Bexar.

18. CAPTIONS

The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

This MEMORANDUM OF AGREEMENT, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final agreement between the parties hereto.

Agreed to by and between the below parties on this ____ day of _____, 2005.

Dennis J Campa
Director, Department of Community Initiatives
City of San Antonio

AGENCY